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A G R E E M E N T

THIS AGREEMENT, entered into this 16th day of November

1976, by and between THE COUNTY OF ATLANTIC, hereinafter referred to as "COUNTY", and P.B.A. LOCAL NO. 77, hereinafter referred to as "LOCAL";

WITNESSETH:

WHEREAS, Local purports to represent the Detectives and

Investigators working in the Atlantic County Prosecutors Office; and

WHEREAS, the parties hereto desire to assure sound and mutually beneficial economic relationships between the parties hereto, to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances, and to set forth herein the basic and full agreement between the parties covering rates of pay, hours of work and other conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - Recognition

1. Employer recognized Local as the sole and exclusive bargaining representative for Atlantic County Detectives, Investigators and Sergeants. The Chief, Captain and Lieutenants of County Detectives shall be excluded as serving as bargaining agents for the Local. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees covered by this agreement established under Laws of 1968, Chapter 303, Article 2.

ARTICLE II

1. It is understood and agreed between the parties, that the hours of employment are and shall be eight hours per day, including one hour per day for meals, five days per week, Monday through Friday.

2. All employees in the bargaining unit will receive no overtime and will work unscheduled hours at a minimum of 35 hours per week and where necessary, as determined by the Prosecutor and/or Chief of Detectives, any additional hours.

3. The Polygraph operator shall receive an additional \$750.00 per year. If he ceases to be polygraph operator, it is understood that his salary will be reduced by the \$750.00.

4. All employees in the bargaining unit will receive a compensatory day off for scheduled work on legal holidays, legal holidays to be defined by the County of Atlantic. This compensatory time is to be taken within twenty-one work days after said scheduled duty.

ARTICLE III. Wages

Effective November 9, 1976, all employees currently on the payroll shall receive a \$225.00 one-time bonus not to be included in the base salary, payable on or before December 10, 1976.

<u>YEAR</u>	(650) <u>1977</u>	(750) <u>1978</u>
<u>Investigators</u>		
Starting Salary	\$12,000	\$12,000
After 1-yr. service	12,650	13,400
After 2-yrs. service	13,300	14,050
After 3-yrs. service	13,950	14,700
After 4-yrs. service	14,600	15,350
After 5-yrs. service	15,250	16,000
<u>Detective</u>	15,708	16,640
<u>Sergeant</u>	16,178	17,306

On January 1, 1977, employees will be slotted in their year of service. On their anniversary date, they move to their new year of service step. Effective January 1, 1978, employees will receive their new salary schedule on their anniversary date only.

Detective Sergeant will continue at his present salary of \$17,798 during the term of this contract.

ARTICLE IV - Insurance

1. There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the County of Atlantic on behalf of the employees except in the case of a new plan that is equivalent or better and accepted by the Local.

ARTICLE V - Sick Leave with Pay

1. Permanent employees shall be entitled to the following sick leave of absence with pay:

(a) One working day sick leave with pay for each month of service from the date of permanent appointment, up to and including December 31 next following such date of appointment, and fifteen days sick leave with pay for each calendar year thereafter. If any such employee requires none or a portion only of such allowance sick leave for any calendar year, the amount of such leave taken shall accumulate to his credit from a year-to-year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purposes herein defined to mean absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill, and requiring the presence of such employee.

(b) If an employee is absent for five (5) consecutive working days, for any of the reasons set forth in the above rule, the Prosecutor shall require acceptable evidence on the form prescribed. The nature of illness and the length of time the employee will be absent should be stated on the doctor's certificate.

(c) An employee who does not expect to report for work because of personal illness or for any of the reasons included in the definition of sick leave hereinabove set forth, shall notify his immediate superior, by telephone or personal message within one hour after the beginning time of employee's shift.

(d) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

(e) The total years of service after permanent appointment of each such employee in Civil Service, and unclassified permanent employees, shall be considered in computing accumulated sick leave due and available.

(f) Temporary employees in the service shall be entitled to the following sick leave of absence with pay:

(aa) One working day's sick leave with pay for each month served per annum during temporary full time employment.

(bb) Employees on a daily, hourly or seasonal basis are not eligible.

(g) Once each year, on or before January 15, the Local shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.

2. Sick Bank - Employees covered by this agreement may contribute to a group sick bank one day per year per employee. The bank may be used for employees who have no accumulated sick time. However, approval must be given by the Prosecutor for use of the bank.

ARTICLE VI. Workmen's Compensation.

When an employee is injured while on duty during regularly scheduled working hours, he will be entitled to workmen's compensation benefits as provided under the County's Workmen's Compensation Plan, as follows:

(a) Any employee absent as the result of a work-related injury up to seven (7) calendar days will receive payment for all his/her medical bills from the injury, but will receive no Workmen's Compensation payment from the insurance company. Employees may use his/her earned sick leave/vacation time to receive payment for the first seven (7) calendar days.

(b) Any employee out more than eight (8) calendar days will receive Workmen's Compensation payments retroactive back to the first day. All his/her medical bills connected with the injury will be paid.

(c) Workmen's Compensation payments are computed at 2/3 of your weekly salary up to a maximum of \$128.00 per week.

(d) Any employee out on a Workmen's Compensation claim, who does not choose to use his/her earned sick leave/vacation during the first seven (7) calendar days of absence will receive no pay for that period.

(e) Employees who are already out on Workmen's Compensation as of 10/23/76 will no longer continue to receive "I"'s on the payroll. They will be given "W"'s and receive compensation from the Insurance carrier.

Any employee who is injured on the job will be required to be examined by the County's physician or have his disability monitored by the County's physician with the attending physician of the injured employee. This article shall not be construed so as to abrogate any rights provided to said employees by law.

ARTICLE VII - Leave of Absence

1. Leaves of absence of employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

2. Military Leave of Absence: Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks.

3. Leave of Absence without Pay:

(a) A permanent employee holding a position in the unclassified or classified service who is temporarily, either mentally or physically incapacitated to perform his duties, or who desire to engage in a course of study such as will increase his usefulness on his return to service, or for any reason considered valid by the Prosecutor, desires to secure leave from his regular duties, may with the approval of the Prosecutor be granted a special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.

4. Leave of Absence with Pay: A leave of absence with pay, up to three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family, as hereinafter defined:

- (a) Mother or father
- (b) Mother-in-law and father-in-law
- (c) Brother or sister
- (d) Spouse
- (e) Children of employee
- (f) Grandmother and grandfather

ARTICLE VIII- Holidays

1. All employees covered by this Agreement shall be entitled to all holidays proclaimed by the County for employees generally in the Civil Service of the County of Atlantic.

ARTICLE IX - Vacations

1. Permanent employees, classified and unclassified in the service shall be entitled to the following annual vacation with pay:

(a) Up to one year of service, one working day's vacation for each month of service; after one year and up to five years of service, twelve working days vacation; after five years and up to ten years of service, twenty working days vacation.

(b) Where in any calendar year, the vacation or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year only shall be lost.

ARTICLE X - Management Rights

1. It is agreed by and between the parties hereto that Prosecutor has the right to determine the standard of service to be offered to the citizens of this County and to determine the standard of selection for employment subject to the rules and regulations of the Civil Service Commission or as provided by law; to direct it's employees; to maintain the

efficiency of its operations; and exercise control and discretion over the organization of the department and the technology of performance.

ARTICLE XI. - Grievance Procedure.

1. Any grievance or dispute arising between the parties hereto shall be settled in the following manner:

(a) Step 1 - The complaint, dispute or grievance shall first be taken to the employee's Chief of County Detectives, who shall make an effort to resolve the problem within five (5) working days.

(b) Step 2 - If the complaint, dispute or grievance cannot be resolved at the supervisory level, the employee shall submit the same in writing to the Atlantic County Prosecutor, who shall render a decision within ten (10) working days thereafter.

2. Nothing contained herein shall restrict or limit an employee's right to appeal to the Civil Service Commission pursuant to the Statutes and Regulations so made and provided.

3. All grievances shall be submitted within five (5) working days from the occurrence giving rise to the dispute, complaint or grievance, or the same shall be deemed waived.

ARTICLE XII - No Strike.

1. This agreement shall be effective upon its signing and with respect to wage adjustments, commencing January 1, 1977, and shall remain in full force and effect until December 31, 1978. Thereafter it shall be automatically renewed from year-to-year unless either party hereto shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify said agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their proper officers and the proper seals to be affixed the day and year first above written.

ATTEST:

William H. Ross
William H. Ross, III, Clerk

ATTEST:

Harold Kuffner
Representative

THE COUNTY OF ATLANTIC

By Charles D. Worthington
County Executive

P.B.A. LOCAL NO. 77

By Robert L. Hudson
President